

DEPARTMENT OF PLANNING AND ZONING

Marsha S. McLaughlin, Director

TECHNICAL STAFF REPORT

April 3, 2014

Planning Board Meeting of April 17, 2014 County Council Hearing to be scheduled

Case No. /Petitioner: Marsha S. McLaughlin, Director, Department of Planning and Zoning

Request: General Plan Amendment (GPA 2014-1) to revise certain provisions in the

Downtown Columbia Plan that relate to: housing and the development of moderate income housing units; certain developer contributions; the nature

and timing of certain actions related to Merriweather Post Pavillion.

Department of Planning and Zoning recommendation:

Approval

I. BACKGROUND

Overview

The Downtown Columbia Plan, adopted four years ago as an amendment to the Howard County General Plan, provides for the balanced revitalization of Downtown Columbia via an integrated package of new development and amenities to continue the planning vision of Jim Rouse. As with any plan, the County envisioned regular reviews and updates as required to keep the Plan in balance, as redevelopment and amenity opportunities arise.

Regular monitoring at various intervals are identified in the Downtown Columbia Plan (including annual, five-year, and also as needed). Reporting by specific groups created as a result of the recommendations in the Plan, among them, the Columbia Downtown Housing Corporation (identified in the Plan as the Downtown Columbia Community Housing Foundation) and Downtown Columbia Arts and Culture Commission (identified in the Plan as the Downtown Arts and Culture Commission), are important vehicles for feedback.

These two groups in the performance of their duties have identified specific issues requiring immediate attention and remedy regarding provision of affordable housing units within Downtown Columbia and timely renovations to the Merriweather Post Pavilion. The attached amendments address these concerns by making course corrections to the Downtown Community Enhancements, Programs and Public Amenities (CEPPAs) Implementation Chart. A clarification for siting of the fire station is also included.

History (excerpted from CB58-2009, Downtown Columbia Plan, and the proposed GPA 2104-1)

In 2005, Howard County led a week-long planning charrette to gather thoughts from the community as to how Downtown Columbia should be redeveloped. In 2005 and 2006, the Downtown Focus Group, a committee of community leaders, met fifteen times with the Howard County Department of Planning and Zoning to discuss key issues and offer advice regarding redevelopment of Downtown Columbia.

In 2007, after additional community input, the County Executive, through the Department of Planning and Zoning, released *Downtown Columbia: A Community Vision* which articulates planning guidelines for the redevelopment of Downtown Columbia, which provided that General Growth Properties would prepare a general plan amendment and zoning regulation amendment for submittal to County Council.

In 2008, General Growth Properties formally submitted its Downtown Columbia redevelopment package consisting of a zoning regulation amendment and a general plan amendment. Pursuant to the application, the Howard County Planning Board, held a series of public hearings/meetings and heard public testimony starting in December 2008 through September 2009. The Planning Board recommended for approval with recommended changes to the general plan amendment.

In 2010, Council adopted CB58-2009, The *Downtown Columbia Plan*, a General Plan Amendment, along with CB59-2009, a zoning regulation amendment to create a new Downtown Columbia revitalization process in the New Town Zoning District (§125, Zoning Regulations). The amendments identified Downtown Community Enhancements, Programs and Public Amenities (CEPPAs) to be undertaken by General Growth Properties and other property owners in a prescribed timetable and sequence.

In 2014, based on the reporting of the implementing groups and tools as required in the Plan, this General Plan Amendment was filed to address critical issues that have been identified and that are in need of review and modification to continue the Plan's success.

II. DESCRIPTION

The adopted Plan recognized that in tandem with its ongoing evolution, the vibrancy of Downtown Columbia will necessitate regular review and adjustment of the *Downtown Columbia Plan*, in order to ensure that additional development potential and the amenities required by the Plan will enhance the quality of life and provide for the envisioned comprehensively balanced community.

- The most recent Annual Report (attached) provided by the Columbia Downtown Housing Corporation (dated March 31, 2014) found that the affordable housing mechanism in the Plan (Downtown Columbia Community Housing Fund) necessitates the use of additional tools so the intended purpose of providing affordable units is assured. A proposal to collect required contributions sooner and to require the actual provision of housing units is proposed in the attached amendment.
- The recently created Downtown Columbia Arts and Culture Commission raised concerns about future viability of the Merriweather Post Pavilion in its present state of repair. In response, Howard County commissioned an update of the prior *Citizen Advisory Panel on Merriweather Post Pavilion Final Report*, prepared by Ziger/Snead LLP Architects, Webb Management Services, Inc. and Theatre Consultants Collaborative LLC. The original study, completed in 2004, identified numerous needed repairs and improvements and provided the basis for the renovations required in the Downtown Columbia Plan.

The 2104 update study (excerpts attached), prepared by Ziger/Snead LPP, cites the urgency of immediate intervention to redress continuing deterioration at Merriweather Post Pavilion, which has ensued since the original study was issued almost ten years ago and which threatens the continued viability of Merriweather Post Pavilion for the Downtown. A proposal to advance the transfer of

Merriweather Post Pavilion to the Downtown Columbia Arts and Culture Commission to begin renovations was developed by the Administration in conjunction with the collaborative research and professional expertise provided by DPZ and other County agencies and organizations, relying on *Merriweather Post Pavilion Physical Review Update*, Final Draft, Feb 2014.

Along with language clarifying provision of affordable housing units and renovation of Merriweather
Post Pavilion and its land transfer, the proposed general plan amendment also provides text to clarify
the transfer of land to the County for a new fire station, which will allow for mixed uses on the site.

Amendments to materials and corresponding CEPPA chart text in the *Downtown Columbia Plan* are proposed to address the concerns raised by the Columbia Downtown Housing Corporation (see pp. 4-6) and the Downtown Columbia Arts and Culture Commission, as well as the language clarifying the transfer of a new fire station site to the County.

The selected passages for changes are attached in bill format for consideration by the Planning Board.

III. RECOMMENDATION

The Department of Planning and Zoning recommends **approval** of General Plan Amendment 2014-1 to the adopted *Downtown Columbia Plan*, an addendum to the County's general plan, *PlanHoward 2030*.

Marsha S. McLaughlin, Director April 3, 2014

Attachments

- Preliminary Draft of General Plan Amendment 2014-1
- Annual Report of the Columbia Downtown Housing Corporation, March 31, 2014
- Excerpts from Merriweather Post Pavilion Physical Review Update, Final Draft, Feb 2014

References (via links)

- *Downtown Columbia Plan* (http://www.howardcountymd.gov/Departments.aspx?ID=4294967369)
- CB58-2009 and CB59-2009 (enrolled Council Bills with amendments) (http://cc.howardcountymd.gov/DisplayPrimary.aspx?id=6442451641)



PRELIMINARY DRAFT OF GENERAL PLAN AMENDMENT 2014-1

Proposed General Plan Amendment to the Downtown Columbia Plan

1	WHEREAS, the Downtown Columbia Plan, a General Plan Amendment, was considered
2	and adopted by passage of Council Bill No. 58-2009 on February 1, 2010, and, along with
3	Council Bill No. 58-2009, the County Council adopted Council Bill No. 59-2009 that adopted a
4	zoning regulation amendment to create a new Downtown Columbia revitalization process in the
5	New Town Zoning District; and
6	
7	WHEREAS, these implementing mechanisms will promote the ongoing evolution of
8	Downtown Columbia in a manner that reflects its unique character and aspirations in order to
9	become a model for smarter, more livable communities; and
10	
11	WHEREAS, in tandem with its ongoing evolution, the vibrancy of Downtown Columbia
12	will necessitate regular review and adjustment of the Downtown Columbia Plan, in order to
13	ensure that additional development potential balanced with amenities required by the Plan will
14	enhance the quality of life and provide for the envisioned comprehensively balanced community;
15	and
16	
17	WHEREAS, the Downtown Columbia Plan was adopted four years ago and new
18	redevelopment, exciting progress, and positive change are evident and progress includes the
19	establishment of the implementing groups and tools as required in the Plan; and
20	
21	WHEREAS, the implementing groups have identified issues in need of review and
22	modification to continue Plan success; and
23	
24	WHEREAS, the annual report by the newly created Columbia Downtown Housing
25	Corporation (identified in the Plan as the Downtown Columbia Community Housing Foundation)
26	identified that the affordable housing mechanism in the Plan (the Downtown Columbia
27	Community Housing Fund) necessitates the use of additional tools so that not only is a fee set,
28	but the effective use of the Fund to achieve its intended purpose of providing affordable units is

1	assured; and	1	
2			
3	WH	EREAS , the County commissioned a Ziger/Sneed Merriweather Post Pavilion Study	
4	in 2004 whi	ch identified numerous needed repairs and improvements, providing the basis for the	
5	renovations	required in the Downtown Columbia Plan; and	
6			
7	WH	EREAS , in response to concerns raised in 2014 by the newly created Downtown	
8	Columbia A	arts and Culture Commission (identified in the Plan as the Downtown Arts and	
9	Culture Cor	nmission), the County commissioned an update study which cites the urgency of	
10	immediate i	ntervention to redress continuing deterioration at Merriweather Post Pavilion, which	
11	has ensued	since the original study was issued almost ten years ago and which threatens the	
12	continued v	iability of Merriweather Post Pavilion for the Downtown.	
13			
14	NO	W, THEREFORE,	
15			
16	Sect	ion 1. Be It Enacted by the County Council of Howard County, Maryland, that the	
17	Downtown	Columbia Plan is hereby amended as follows and as more specifically shown in the	
18	attached pa	ges:	
19	1.	In Section 1.5, Diverse Housing, under the heading "Ongoing Developer	
20		Contributions" text is added and amended as shown in the attached Exhibit A;	
21	2.	In Section 1.8, Arts and Culture, text is added and amended as shown in the	
22		attached Exhibit B; and	
23	3.	The Community Enhancements, Programs and Public Amenities (CEPPAS) chart	
24		is amended in accordance with the attached Exhibit C.	
25			
26	Section 2. A	And Be It Further Enacted by the County Council of Howard County, Maryland that the	
27	Director of	the Department of Planning and Zoning may correct obvious errors, capitalization	
28	spelling, gra	ammar, headings, numbering, and similar matters and may publish this amendment to	
29	the Downto	wn Columbia Plan by adding or amending covers, title pages, a table of contents, and	
30	graphics to improve readability.		

- 1
- 2 Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland,
- 3 that this amendment be attached to and made part of the Downtown Columbia Plan.
- 4
- 5 Section 4. And Be It Further Enacted by the County Council of Howard County, Maryland, that
- 6 this Act shall become effective 61 days after its enactment.

EXHIBIT A

1.5 DIVERSE HOUSING

- 2 This Plan recognizes and celebrates the original vision of Jim Rouse to create a socially
- 3 responsible city for people of all ages, incomes and backgrounds. The establishment of an
- 4 ongoing mechanism to provide a full spectrum of housing into the future is an important social
- 5 responsibility shared by us all. Of related but equal importance is encouraging within downtown
- 6 Columbia itself the diversity of people that exists elsewhere in Columbia today. Realizing this
 - diversity will be important to the social and economic success of the downtown, where the
- 8 mixing of individuals with different backgrounds and incomes will result in an ongoing exchange
- 9 of ideas in an environment where residents, workers and visitors will have an opportunity to
- 10 learn from one another and grow together as a community.

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Downtown Columbia: A Community Vision recaptures the spirit of the Rouse vision for a

- complete city in which different types of people live together to create a fully realized
- community. In such respect, this Plan also recognizes the enrichment a community can
- experience through the diversity of its people. This Plan strives to achieve this objective through
- the provision of expanded residential opportunities for in-town living in both housing form and
- affordability, and through the establishment of a community housing fund which will be used to
- 18 help meet the affordable housing needs of the community.

19 20

BACKGROUND

21 22

- The need for affordable housing exists today and will likely continue to grow into the future.
- 24 Significantly, however, what at times can be overlooked is the important relationship between
- reasonable opportunities for affordable housing and the economic health of the County.
- 26 General Plan
- 27 2000 recognized this significance and identified the important relationship between the need
- 28 for affordable housing and the County's employment growth, and its demand for low and
- 29 moderate-income workers. In this regard, General Plan 2000 recognized that to the degree low-
- 30 and moderate- income workers can be housed in the County, the County's economic
- 31 development prospects are improved. In addition, General Plan 2000 further recognized that by
- 32 providing more affordable housing it becomes possible for residents' children and parents, as
- 52 providing more anordable nodsing it becomes possible for residents. Cilidren and parents, as
- well as teachers, firemen and policemen to live in the County. The accommodation of work
- 34 force housing is a goal shared by all.

35 36

- General Plan 2000 (Policy 4.2) recommends providing affordable housing for existing low- and
- 37 moderate-income residents and for the diverse labor force needed for continuing economic
- 38 growth. Policy 4.2 also recommends that new funding sources be identified to enable the Office
- of Housing and Community Development to expand the supply of affordable housing to serve
- 40 low- or moderate-income households, including seniors and persons with disabilities. In a
- 41 similar context, Downtown Columbia: A Community Vision expands upon these objectives and
- 42 suggests that new models for developing affordable housing in combination with mixed-use
- 43 development should generate new and innovative techniques for achieving these objectives. It

is with these policy statements in mind that this Plan proposes a means of providing a full spectrum of housing for Downtown Columbia.

DOWNTOWN COLUMBIA COMMUNITY HOUSING FOUNDATION

A full spectrum housing program for Downtown Columbia should establish a flexible model that aspires to make new housing in downtown affordable to individuals earning across all income levels. In order to create an effective, flexible means of providing a full spectrum of housing for Downtown Columbia, GGP will establish the Downtown Columbia Community Housing Foundation ("DCCHF"), as detailed below. The intent of this full spectrum housing program for Downtown Columbia is to satisfy all affordable housing requirements for downtown.

Initial Source Fund

 GGP will establish the DCCHF at its expense and will contribute \$1.5 million to the DCCHF upon issuance of the first building permit for new housing in Downtown Columbia. GGP will contribute an additional \$1.5 million upon issuance of a building permit for the 400th new residential unit in Downtown Columbia. Each payment will be contingent on expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit.

Ongoing Developer Contributions

Each **RESIDENTIAL** developer will provide a one-time, per unit payment to the DCCHF in the following amounts, to be imposed upon the issuance of any building permit for a building containing dwelling units. Payment will be contingent upon the expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit:

1). \$2,000/unit for each unit up to and including the [[1,500th]]**1,000TH** unit.

2). [[\$7,000]]\$9,000/unit for each unit between the [[1,501th]]1,001st unit up to and including the [[3,500th]] $4,000^{TH}$ unit.

3). [[\$9,000]]\$5,500/unit for each unit between the [[3,501St]]4,001ST unit up to and including the [[5,500th]] 5,000TH unit.
4). \$1,000/UNIT FOR EACH UNIT BETWEEN THE 5,001ST UNIT UP TO AND INCLUDING THE 5,500TH UNIT.

he amounts to be paid under 1. [[2 and 3]] 2. 3. AND 4 above will be subject to annual

 The amounts to be paid under 1, [[2 and 3]] 2, 3, AND 4 above will be subject to annual adjustment based on [[a builder's index, land value or other]] AN index provided in the implementing legislation.

 IN ORDER FOR THESE FEES TO FULFILL THE INTENDED PURPOSE OF PROVIDING AFFORDABLE HOUSING IN DOWNTOWN COLUMBIA, THE DEVELOPER SHALL PROVIDE:

- 1). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 2,000TH DWELLING UNIT, EVIDENCE THAT AT LEAST 120 MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.
- 2). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 3,000TH DWELLING UNIT, EVIDENCE THAT AT LEAST 270 MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.
- 3). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 4,000TH DWELLING UNIT, EVIDENCE THAT AT LEAST 400 MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.
- 4). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 5,000TH DWELLING UNIT, EVIDENCE THAT AT LEAST 550 MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.

IN ORDER TO ACHIEVE THE GOALS OF PROVIDING AFFORDABLE HOUSING IN DOWNTOWN COLUMBIA, DEVELOPERS OF RESIDENTIAL PROPERTY MAY COORDINATE AND WORK WITH THE DCCHF. THE DCCHF SHALL SERVE DEVELOPERS NOT ONLY AS A FINANCIAL RESOURCE TO HELP SUPPORT THE PROVISION OF AFFORDABLE UNITS BUT ALSO AS A PROFESSIONAL RESOURCE TO SHARE EXPERTISE ON BEST PRACTICES AND INNOVATIVE MODELS FOR DEVELOPING AND FINANCING AFFORDABLE HOUSING.

Each owner of property developed with commercial uses pursuant to the Downtown Revitalization Zoning Regulations shall provide an annual payment to the DCCHF in the amount of five cents (\$0.05) per square foot of Gross Leasable Area for office and retail uses, and five cents (\$0.05) per square foot of net floor area for hotels. The payment will be made annually by the property owner, with the initial payment being made prior to the issuance of an occupancy permit for net new commercial development on the property. The amount of the charge will be subject to annual adjustment based on a builder's index, land value, or other index provided in the implementing legislation.

DCCHF Notice of Sale

The DHCCF should be notified by the developer or joint venture, via first class mail, of land for or all residential units offered for initial sale in each new residential or mixed use building in Downtown Columbia. No later than 10 days after the sale of rental housing, the owner must provide written notice of the sale. The DCCHF also should be notified by the developer, via first-class mail, of all apartment units offered for rental in each new residential or mixed-use building containing rental units. In support of these objectives, GGP should involve DCCHF in meaningful discussion with land purchasers in Downtown Columbia in order to encourage full spectrum housing in each and every neighborhood.

DCCHF Organizational Structure

- 2 It is anticipated that Howard County, in consultation with GGP, will determine, by legislation,
- 3 the organizational entity, organizational structure, membership, functions, and implementation
- 4 of the DCCHF. The legislation should provide that, in order to be eligible to receive the funds
- 5 provided for in this Plan, the DCCHF must be a non-profit entity organized for the purpose of
- 6 providing full spectrum, below market housing in Downtown Columbia. Use of DCCHF funds is
- 7 limited to providing full spectrum, below market housing in Downtown Columbia, which may
- 8 include, but is not limited to, funding new construction; acquiring housing units; preserving
- 9 existing homes; financing rehabilitation of rental housing; developing senior, family or special
- 10 needs housing; providing predevelopment, bridge, acquisition and permanent financing;
- offering eviction prevention and foreclosure assistance.

EXHIBIT B

1 1.8 ARTS AND CULTURE

- 2 Public art and cultural activities play a vital role in sharing the life stories of the people who
- 3 shaped the cultural history of Columbia. Merriweather and Toby's Dinner Theatre have
- 4 entertained Columbians for over 40 years. Local sculptures, including The People Tree, The Hug,
- 5 The Bears and Willard and Jim Rouse, each tell a different part of Columbia's story. As later
- 6 additions, the James Rouse Theatre for the Performing Arts and the Horowitz Visual and
- 7 Performing Arts Center have housed many local performing arts groups and given visual artists
- 8 a venue for exhibitions. Columbia is also fortunate to have the professional Rep Stage as part of
- 9 the arts scene.
- 10 This Plan envisions a dynamic and continuously increasing role for visual and performing arts in
- Downtown Columbia. In pursuit of this goal, this Plan calls for the formation of a Downtown
- 12 Arts and Culture Commission, an independent non-profit organization, to oversee the planning,
- 13 coordination and implementation of artistic and cultural activities, opportunities, events and
- works displayed in Downtown. The Downtown Arts and Culture Commission should complete a
- 15 Cultural Master Plan that sets specific and measurable goals and identifies the means to
- achieve these goals for arts and cultural priorities identified for Downtown.* The Cultural
- 17 Master Plan for Downtown Columbia will encompass the potential expansion of visual,
- performing and literary arts and the potential roles that Merriweather Post Pavilion, the
- 19 Howard County Central Library, Howard Community College, other existing performing arts
- 20 facilities and existing and new public spaces could play in creating a 21st century cultural
- 21 identity for Downtown Columbia.
- 22 In support of the long history of arts and culture in Columbia, this Plan ENVISIONS [[includes the
- 23 renovation of la Newly Renovated Merriweather Post Pavilion as the Heart of the Merriweather-
- 24 SYMPHONY WOODS CULTURAL PARK. An icon of Columbia, Merriweather Post Pavilion was the
- 25 community's first performance venue and continues to be a major regional destination. As
- identified in the **2005** report by Howard County's [[2005]]Citizen Advisory Panel on
- 27 Merriweather Post Pavilion, the facility has long needed major renovation and capital repairs in
- 28 order to continue bringing quality music and entertainment to the region. A 2014 UPDATE TO THE
- 29 **2004** ZIGER/SNEED MERRIWEATHER POST PAVILION STUDY REVEALED THAT, GIVEN THE AGE AND LIMITED PAST
- 30 INVESTMENT IN THE PAVILION, RENOVATIONS ARE BECOMING INCREASINGLY URGENT AND MUST BE UNDERTAKEN
- 31 EXPEDITIOUSLY TO ENSURE THE ONGOING VIABILITY OF THIS IMPORTANT VENUE.
- 32 Merriweather Post Pavilion will be updated to become a state-of-the-art entertainment facility
- that should more effectively compete in attracting the most popular performers, better provide
- 34 a suitable venue for a greater variety of artists in order to expand artistic and cultural offerings
- and serve as a catalyst for other new performance venues in Downtown Columbia. Recognizing
- 36 the importance of this major community asset, this Plan also anticipates donation of

- 1 Merriweather Post Pavilion to the Downtown Arts and Culture Commission in order to ensure
- 2 its continued use as a performing arts center and premier regional concert venue AND TO PROVIDE
- 3 A REVENUE STREAM WHICH WILL ENABLE THE DOWNTOWN ARTS AND CULTURE COMMISSION TO SUPPORT A WIDE
- 4 VARIETY OF CULTURAL PROGRAMS.
- 5 Successful operation of the pavilion will require alternative customer parking arrangements
- 6 when the adjacent land currently used for parking is either environmentally enhanced or
- 7 developed. The pavilion requires and currently has access to 6,473 free parking spaces.
- 8 Alternatives which would be phased in through the development program implementation
- 9 could include construction of shared use publicly **or PRIVATELY** owned parking facilities or
- agreements with existing facilities for off peak use of their garages and parking.
- In addition, it may be desirable for various arts organizations to move their offices and/or
- operations downtown. Considering the popularity of Toby's Dinner Theatre, opportunities
- should be explored for a new and improved facility for the theatre as well as the possibility of a
- 14 new children's theatre.
- 15 Included in this Plan are a variety of new amenity spaces appropriate for public discourse,
- 16 performance and arts-related activities. The Merriweather- Symphony Woods neighborhood
- will include many natural and planned spaces for small and large gatherings. Elsewhere, plazas
- 18 will provide open air sites for enjoyment of the arts and other entertainment. Built
- 19 environments, like the new Market Square addition to The Mall, should be designed and
- 20 programmed to accommodate such activities as dance and music concerts, thus increasing
- 21 performance space capacity in Columbia.
- The use of visual arts as a means for embedding meaning into the physical landscape also helps
- 23 people form bonds with the places where they live and work. Learning from the examples of
- 24 public art at the Lakefront, a downtown development master plan should include public art to
- 25 continue building a memorable place filled with life and character that reflects the complexity
- 26 and diversity of Columbia.
- 27 Works of art, art places and performance spaces should be incorporated into both newly
- 28 formed and existing amenity spaces throughout Downtown. Within these centers of civic life,
- 29 art can play an important role in communicating what Columbians value. Some of Columbia's
- 30 existing institutions such as the library, hospital, community college and Columbia Archives
- could also provide appropriate locations for enhancing the artistic and cultural life of the
- 32 community.
- 33 An equally important goal is to include art in private developments. The architectural form of
- 34 buildings could feature sculptural reliefs and integrate the design of both freestanding and
- 35 attached installations. In addition to other locations, mixed-use storefronts wrapping parking

- 1 garages could become studio and live-work space for local artists adding to the vitality of
- 2 Downtown's art scene.
- 3 Additionally, the walls of buildings and parking garages could become the surfaces for murals
- 4 and sculptural relief that tell the story of Columbia and its people. Common elements such as
- 5 water fountains, bus shelters and signage could be transformed into objects of cultural
- 6 meaning.
- 7 To support public art in Downtown Columbia, this plan envisions the creation of the Art in the
- 8 Community program. To this end, the plan recommends that subsequent legislation be adopted
- 9 to describe and establish the program. This program will be supported by a percentage of
- funding to be included in the total cost of construction for projects in the Downtown. It is
- anticipated that property owners in Downtown Columbia will either provide art as an integral
- part of their projects, work together with other owners to provide a more significant Art in the
- 13 Community contribution, perhaps as part of one or more of the Downtown Community
- 14 Commons or, if either of those choices is impractical, support the program with an in-lieu fee.
- 15 This Plan also envisions the Downtown Arts and Culture Commission as playing a critical role in
- the administration and coordination of the Art in the Community Program.
- 17 Because this is a new program for Columbia, there could be an artist registry set up through the
- 18 Howard County Arts Council that would assist owners in finding local or regional artists for their
- 19 projects. There could also be multidisciplinary project teams including artists and landscape
- architects, together with the community, which would assist property owners with designing
- 21 unique pieces of art that will become the hallmarks of Downtown Columbia

EXHIBIT C

	PRIOR TO SUBMISSION OF THE FIRST FINAL DEVELOPMENT PLAN
1	GGP completed at its expense an environmental assessment of the three sub-watersheds of Symphony Stream, Wilde Lake and Lake Kittamaqundi located upstream of the Merriweather & Crescent Environmental Enhancements Study area. GGP participated with Howard County and The Columbia Association in a joint application to the Maryland Department of Natural Resources for Local implementation grant funding from the Chesapeake and Atlantic Coastal Bays 2010 Trust Fund.
2	GGP will commission at GGP's expense (i) the preparation of the Land Framework component of the Downtown Columbia Sustainability Program and (ii) a detailed outline for the Community Framework component of the Sustainability Program (Community Framework Outline). The Sustainability Program must be developed around the Sustainability Framework document referenced with this Plan. The Howard County Environmental Sustainability Board must be provided with a copy of the Sustainability Program, and will be invited to provide comments to the Design Advisory Panel concurrent with the Design Advisory Panel's review of the Downtown-wide Design Guidelines (Guidelines).
3	GGP will commission at GGP's expense in consultation with Howard County a study evaluating a new Downtown Columbia Route 29 interchange between Route 175 and Broken Land Parkway and options for a connection over Route 29 connecting Downtown Columbia to Oakland Mills, including potential bicycle, transit and multimodal improvements. The study will evaluate alternative alignments and geometry, capacity analysis, preliminary environmental assessments, right of way impacts, multimodal opportunities, interaction and options with regard to the Oakland Mills bridge connection, preliminary costs, design and implementation schedule. Once the study is completed, GGP will suggest funding mechanism(s) for the potential implementation of its recommendation(s). If the study concludes that enhancing the existing pedestrian bridge is not recommended, then the funding for the renovation of the existing bridge should be used for the alternative connection recommended by the study. In addition, the pathways described in CEPPA No. 12 should be realigned to match the recommended connection.
4	GGP will prepare at its expense Downtown-wide Design Guidelines inclusive of sustainability provisions from the Sustainability Program and a Comprehensive Signage Plan for Downtown for approval by the County Council.
	PRIOR TO APPROVAL OF THE FIRST FINAL DEVELOPMENT PLAN
5	GGP will commission at GGP's expense and in consultation with Howard County one or more feasibility studies for the following: (i) a new Broken Land Parkway/Route 29 north/south collector road connection to Little Patuxent Parkway and (ii) a new Downtown transit center and Downtown Circulator Shuttle. With regard to the collector road, the feasibility study will evaluate alternative alignments and geometry, capacity analysis, preliminary environmental assessments, right of way impacts, preliminary costs, design and phasing of construction for this connection. With regard to the transit center, the study will evaluate both long and short term transit expectations and needs both locally and regionally so that an appropriate location and facility program can be determined. Consideration shall be given to how the facility will operate initially as a free standing building, and in the future as a mixed use component of the Downtown Plan. Recommendations will be provided with regard to goals, management and operations. With regard to the Shuttle, the study will evaluate and determine appropriate levels of service and phasing in of service at various levels of development. As part of this, the study should examine the relationship between the shuttle and both long and short term, local and regional transit expectations and needs. The shuttle feasibility study will also analyze equipment recommendations, routes and stops, proposed vehicle types, and operational and capital costs. The feasibility study shall include an evaluation and recommendations regarding ownership, capital and operational funding opportunities, responsibilities and accountability to provide guidance to the Downtown Columbia Partnership and the County.
6	GGP and Howard County will jointly determine the functions, organizational structure, implementation phasing schedule consistent with the redevelopment phasing schedule, potential funding sources and projected funding needs of the Downtown Columbia Partnership, prior to GGP's establishment of this Partnership. The Downtown Columbia Partnership's role in promoting Downtown Columbia is outlined in Section 5.2 of the Plan. One of the primary responsibilities of the Downtown Columbia Partnership shall be the transportation initiatives outlined in the shuttle feasibility study and the promotion and

implementation of the TDMP. As such, at least fifty percent (50%) of the revenue collected pursuant to CEPPA No. 25 shall be utilized for the implementation of transportation initiatives in the shuttle feasibility study or other direct transit services downtown. GGP will provide the Partnership's initial operating funding as necessary to fund the initial efforts of the Partnership until other sources of funding and/or sufficient developer contributions are available to operate the Partnership. Funding provided by GGP to support initial start-up costs shall be in addition to funding provided for by CEPPA No. 23 and 25. However, after issuance of a building permit for the 500,000 square-foot of new commercial uses, GGP's obligation as described in the previous two sentences shall end and thereafter the property owners developing pursuant to Section 125.A.9 of the Howard County Zoning Regulations, including but not limited to GGP, will contribute toward funding the permanent ongoing operations of the Downtown Columbia Partnership as set forth in CEPPA No. 25. PRIOR TO APPROVAL OF THE FIRST SITE DEVELOPMENT PLAN GGP will submit a phasing schedule for implementation of the restoration work on GGP's property and a 7 Site Development Plan for the first phase of the environmental restoration work as described in CEPPA No. 8 GGP, in collaboration with the County, will establish the Downtown Arts and Culture Commission, an independent nonprofit organization, to promote and support Merriweather Post Pavilion's revitalization in accordance with this Plan and the development of Downtown Columbia as an artistic and cultural center. PRIOR TO ISSUANCE OF THE FIRST BUILDING PERMIT To facilitate the renovation of the Banneker Fire Station, GGP and the County shall cooperate to identify a site for the development of a temporary fire station while the Banneker Fire station is being renovated. GGP shall make the site available at no cost to the County on an interim basis but not longer than 30 months. GGP shall not be responsible for the development or construction costs associated with the temporary fire station. In the alternative, if prior to the issuance of the first building permit the County determines a new location for a fire station in Downtown Columbia is necessary and desirable, then GGP shall provide, subject to all applicable laws and a mutual agreement between the parties, a new location for a fire station within the Crescent Neighborhood as shown on Exhibit C by fee transfer at no cost to the County or by a long-term lease for a nominal sum. THE NEW LOCATION FOR THE FIRE STATION SHALL NOT BE SUBJECT TO AN EASEMENT, COVENANT, LIEN, OR ANY OTHER LAND USE RESTRICTION THAT LIMITS THE MIXED-USE POSSIBILITIES SUGGESTED IN THIS PLAN. **UPON ISSUANCE OF THE FIRST BUILDING PERMIT** 10 GGP shall contribute \$1.5 million in initial funding for the Downtown Columbia Community Housing Fund. Payment will be contingent upon the expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit. UPON ISSUANCE OF THE BUILDING PERMIT FOR THE 400th RESIDENTIAL UNIT 11 GGP shall contribute \$1.5 million in additional funding for the Downtown Columbia Community Housing Fund. Payment will be contingent upon the expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 500,000th SF OF DEVELOPMENT 12 GGP will complete at its expense (i) the pedestrian and bicycle pathway from the existing Route 29 pedestrian bridge to Oakland Mills Village Center and to Blandair Park; (ii) the pedestrian and bicycle pathway from the existing Route 29 pedestrian bridge to the Crescent and Merriweather-Symphony Woods neighborhoods, inclusive of the pathway located between the Town Center Apartments and Route 29; and (iii) the pedestrian and bicycle pathway from the Crescent and Merriweather-Symphony Woods neighborhoods to Howard Community College and Howard County General Hospital. The scope and design of new pedestrian and bicycle pathways in the Plan will be guided by the new Downtown-wide Design Guidelines, Adequate Public Facilities Ordinance, and as delineated in this Plan and its Exhibit I. GGP will develop at its expense recommended maintenance standards and responsibilities for a heightened level of design and security for the new pathway improvements. When GGP submits the first Site Development Plan under this Plan, GGP will also submit a Site Development Plan to facilitate

13	implementation of these pathway improvements. In addition, GGP along with the County and community will develop a scope of work for renovation of the existing Route 29 pedestrian bridge and will solicit a minimum of two proposals from separate architectural design consulting firms for alternative design improvements to the bridge structure to enhance its appearance and pedestrian safety. The consultant responses will be provided to the County for its selection, in consultation with GGP, of appropriate near-term improvements to retrofit the existing bridge. GGP will contribute up to \$500,000 towards the implementation of the selected improvements. If enhancement of the bridge is not recommended by the study in CEPPA No. 3, GGP shall either post security or cash with the County in the amount of \$500,000 to be used in accordance with CEPPA No. 3. GGP will enter into and record in the land records of Howard County, Maryland, a declaration of restrictive covenants that shall (1) prohibit the demolition of the former Rouse Company Headquarters building, and (2) prohibit the exterior alteration of the former Rouse Company Headquarters building, except as provided for in the Downtown-wide Design Guidelines. GGP shall provide a copy of the recorded declaration to the County. The declaration of restrictive covenants will not prohibit interior alterations or		
	future adaptive reuse that would better integrate the building into its surroundings and activate the		
	adjacent pedestrian spaces as described in the Downtown-wide Design Guidelines and this Plan or prohibit		
	reconstruction of		
12.1	the building in the event of casualty.		
13.1	TRANSFER OF OWNERSHIP OF MERRIWEATHER POST PAVILION AND RIGHTS OF ACCESS TO 6,473 FREE PARKING SPACES WITHIN DOWNTOWN COLUMBIA TO THE DOWNTOWN ARTS AND CULTURE COMMISSION FOR ZERO DOLLARS CONSIDERATION. AT THE TIME OF TRANSFER, MERRIWEATHER POST PAVILION SHALL BE CONVEYED FREE AND CLEAR OF ALL MORTGAGES, LIENS, ENCUMBRANCES, ASSESSMENTS, EASEMENTS, SURVEY DISCREPANCIES, AND TAXES. AT THE TIME OF TRANSFER, MERRIWEATHER POST PAVILION SHALL		
	NOT BE SUBJECT TO ANY LEASE, OPERATING AGREEMENT, MAINTENANCE AGREEMENT, OR ANY OTHER TYPE OF AGREEMENT, UNLESS		
	THE LEASE OR AGREEMENT IS SCHEDULED TO TERMINATE WITHIN ONE YEAR AFTER THE DATE OF TRANSFER. NOTWITHSTANDING ANY		
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	replacement and additions; new roofs over the loge seating areas; reconfigured and replacement seating; renovated and new administration, back of house dressing and catering areas; code upgrades including
	fire suppression systems and handicapped ramps and pathway access.
	After development of preliminary renovation drawings, contractor input and schedule development,
	the program will be divided into three distinct phases to allow uninterrupted seasonal performances,
	staging and construction phasing.]]
	PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN FOR THE 1,375th NEW RESIDENTIAL
	UNIT
17	GGP shall, if deemed necessary by the Board of Education, reserve an adequate school site or provide an equivalent location within Downtown Columbia.
	PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 2,600,000th SF OF DEVELOPMENT
18	GGP will construct at its expense, the Wilde Lake to Downtown Columbia pedestrian and bicycle pathway. The scope and design of new pedestrian and bicycle pathways in the Plan will be guided by the new Downtown-wide Design Guidelines, Adequate Public Facilities Ordinance, and as delineated in this Plan and its Exhibit.
19	GGP will construct at its expense the Lakefront Terrace (steps to the Lake) amenity space and pedestrian
	promenade (see Item 9, on Plan Exhibit G) connecting the Symphony Overlook Neighborhood to the
	Lakefront and Lakefront pathway. The final design of the Lakefront Terrace will be determined at the time
	of Site Development Plan review.
[[20]]	[[GGP will complete Phase II redevelopment of Merriweather Post Pavilion based on the redevelopment
	program scope and phasing as outlined in CEPPA No. 16.]]
	PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 3,900,000th SF OF DEVELOPMENT
[[21]]	[[GGP will complete Phase III redevelopment of Merriweather Post Pavilion based on the redevelopment program scope and phasing as outlined in CEPPA No. 16.]]
22	At least one Downtown Neighborhood Square as defined in the Zoning Regulations shall be completed and deeded to Howard County for public land.
	PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 5,000,000th SF OF DEVELOPMENT
23	GGP will provide \$1,000,000 towards the initial funding of a Downtown Circulator Shuttle.
[[24]]	[[Transfer of ownership of Merriweather Post Pavilion to the Downtown Arts and Culture Commission for zero dollar consideration.]]
	PRIOR TO THE APPROVAL OF EACH FINAL DEVELOPMENT PLAN
25	Each owner of property developed with commercial uses pursuant to the Downtown Revitalization Zoning
	Regulations shall participate as a member in the Downtown Columbia Partnership established pursuant to
	CEPPA No.6 and provide an annual per-square-foot charge in an amount of twenty-five cents (\$0.25) per
	square foot of Gross Leasable Area for office and retail uses and twenty-five cents (\$0.25) per square foot
	of net floor area for hotels to the Downtown Columbia Partnership. Each Final Development Plan shall
	show a consistent means of calculating and providing this charge, and require that the first annual charge
	be paid prior to issuance of occupancy permits for those buildings constructed pursuant to that Final
	Development Plan and subsequent Site Development Plans under Downtown Revitalization. This per-
	square-foot charge shall be calculated at the time of Site Development Plan approval and shall include an
	annual CPI escalator to be specified in each Site Development Plan.
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UPON ISSUANCE OF ANY BUILDING PERMIT FOR A BUILDING CONTAINING DWELLING UNITS

To fulfill an affordable housing obligation, each **RESIDENTIAL DEVELOPMENT** will provide a one-time, per unit payment to the DCCHF in the following amounts, to be imposed upon the issuance of any building permit for a building containing dwelling units. Payment will be contingent upon the expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit:

- 1). \$2,000/unit for each unit up to and including the [[1,500th]]1,000th unit.
- 2). [[\$7,000]\$9,000/unit for each unit between the [[$1,501^{th}$]] $1,001^{st}$ unit up to and including the [[$3,500^{th}$]] $4,000^{TH}$ unit.
- 3). [[\$9,000]]\$5,500/unit for each unit between the [[3,501st]]4,001st unit up to and including the [[5,500th]] 5,000TH unit.
- 4). \$1,000/unit for each unit between the 5,001st unit up to and including the 5,500th unit.

The amounts to be paid under 1), [[2] and 3)]] 2), 3), AND 4) above will be subject to annual adjustment based on [[a builder's index, land value or other]] an index provided in the implementing legislation.

IN ORDER FOR THE FEE REQUIRED BY THIS CEPPA TO FULFILL THE INTENDED PURPOSE OF PROVIDING AFFORDABLE HOUSING IN DOWNTOWN COLUMBIA, THE DEVELOPER SHALL PROVIDE:

- 1). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE **2,000**TH DWELLING UNIT, EVIDENCE THAT AT LEAST **120** MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.
- 2). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 3,000TH DWELLING UNIT, EVIDENCE THAT AT LEAST 270 MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.
- 3). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 4,000TH DWELLING UNIT, EVIDENCE THAT AT LEAST 400 MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.
- 4). PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 5,000TH DWELLING UNIT, EVIDENCE THAT AT LEAST 550 MODERATE INCOME HOUSING UNITS HAVE BEEN CREATED IN DOWNTOWN COLUMBIA, WHICH MAY INCLUDE MODERATE INCOME HOUSING UNITS TO BE CREATED IN THE BUILDING SUBJECT TO THE PERMIT.

In order to achieve the goals of providing affordable housing in Downtown Columbia, developers of residential property may coordinate and work with the DCCHF. The DCCHF shall serve developers not only as a financial resource to help support the provision of affordable units but also as a professional resource to share expertise on best practices and innovative models for developing and financing affordable housing.

ADDITIONAL CEPPA CONTRIBUTION

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27

Each owner of property developed with commercial uses pursuant to the Downtown Revitalization Zoning Regulations shall provide an annual payment to the DCCHF in the amount of five cents (\$0.05) per square foot of Gross Leasable Area for office and retail uses, and five cents (\$0.05) per square foot of net floor area for hotels. The payment will be made annually by the property owner, with the initial payment being made prior to the issuance of an occupancy permit for net new commercial development on the property. The amount of the charge will be subject to annual adjustment based on a builder's index, land value, or other index provided in the implementing legislation.

ANNUAL REPORT OF THE

COLUMBIA DOWNTOWN HOUSING CORPORATION

MARCH 31, 2014

COLUMBIA DOWNTOWN HOUSING CORPORATION

6751 Columbia Gateway Drive, Third Floor Columbia, Maryland 21046

March 31, 2014

The Honorable Ken Ulman County Executive Howard County, Maryland George Howard Building 3430 Courthouse Drive Ellicott City, Maryland 21043

The Honorable Calvin Ball Chairperson, County Council Howard County, Maryland George Howard Building 3430 Courthouse Drive Ellicott City, Maryland 21043

Mark Thompson
Director
Downtown Columbia Partnership
George Howard Building
3430 Courthouse Drive
Ellicott City, Maryland 21043

SUBJECT: Annual Report of the Columbia Downtown Housing Corporation

INTRODUCTION

On behalf of the Board of Directors of the Columbia Downtown Housing Corporation ("CDHC"), I am pleased to present our second Annual Report. This report is required by Section 28.204(c) of the Howard County Code and Section 5 of Howard County Council Resolution No. 154-2012, and covers three topics: (1) CDHC's progress in carrying out its obligations; (2) the financial standing of the Downtown Columbia Housing Fund; and (3) the challenges in carrying out its obligations.

BACKGROUND

The Downtown Columbia Plan (the "Plan") was adopted by Howard County (the "County") on February 1, 2010 as an amendment to the County's General Plan. The Plan is a comprehensive document that details a 30-year redevelopment process for Downtown Columbia ("Downtown"). The Plan recommends that, to facilitate its implementation, the County should create a Downtown Columbia Partnership (the "Partnership") to carry out

important services and community functions in Downtown. Howard County formally adopted this recommendation and established the Partnership by passing Council Bill No. 24-2012, which also created Title 28 of the Howard County Code (the "Code").

Under Title 28, the Partnership, among other duties, is charged with collecting and receiving the Downtown Columbia Housing Fund (the "Fund"). Section 28.116 of the Code establishes the Fund as a separate, nonlapsing fund received from various sources and made available for the purpose of providing affordable housing opportunities for households of eligible income in Downtown. Section 28.116 requires the Partnership to contract with the Downtown Columbia Housing Foundation (the "Foundation") for administration of the Fund.

Title 28, Subtitle 2 requires that the Foundation be a not-for-profit entity which includes representation from various organizations that are able to promote the purpose for which the Fund exists. Subtitle 2 grants the Howard County Council the power to recognize an eligible entity as the Foundation. On November 5, 2012, the Council adopted Resolution No. 154-2012, recognizing CDHC as the Foundation and thus as responsible for administering the Fund on behalf of the Partnership. As a condition of continued recognition, CDHC is required to furnish the County Executive, County Council, and Partnership with an Annual Report within the 90-day period following the final day of its fiscal year, which is December 31.

CDHC'S PROGRESS IN CARRYING OUT ITS OBLIGATIONS

A. Organizational Activity

CDHC filed its Articles of Incorporation with the Maryland Department of Assessments and Taxation on November 6, 2012 and held its first organizational meeting on November 13, 2012.

The Board held ten regularly scheduled meetings during calendar year 2013. As CDHC is a quasi-public entity, the Board is mindful of its obligations under the Maryland Open Meetings Act and Public Information Act. The Board has endeavored to comply with the Acts by working with the County Office of Public Information to provide the public with notice of the Board's regular monthly meetings in advance by publishing them on the County's website and keeping detailed minutes and audio recordings of its covered meetings.

At CDHC's Annual Meeting in January 2014 the Board reelected the then three current officers: Paul K. Casey as President; Roy L. Appletree as Secretary; and Bethany H. Hooper as Treasurer.

The Board has taken a number of steps to allow CDHC to carry out its obligations as the Foundation. In accordance with Sec. 28.202 of the Code, the Board has received, and continues to receive, staff and financial support from Howard County's Department of Housing and Community Development (the "Department") pursuant to a Memorandum of Understanding dated December 1, 2012. The Department's assistance has been essential to the successful administrative operation of the CDHC and its Board.

The Board recognizes that there are other potential sources of funding including charitable contributions. Board member Bruce Rothschild, Esq., volunteered his expertise to assist CDHC in pursuing tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. An application for 501(c)(3) status was filed with the IRS in April 2013. As of July 2013, the application had been assigned to an IRS exempt organization specialist and is still under review.

B. Financial Standing of the Fund

CDHC received its initial funds during this year. The event was triggered by: (1) the execution of a formal written agreement with the Partnership with the assistance of CDHC's pro bono legal counsel, Kevin Kelehan Esq.; and (2) the issuance of the building permit for the first covered housing development in Downtown, the Metropolitan.

CDHC received its initial first contribution from the Partnership on October 8, 2013 in the amount of \$2,333,867.42. Of that amount, \$2,320,000.00 was transferred to an account at Fulton Financial Advisors where it has been invested in a series of certificates of deposit in increments of \$245,000, with expiration dates ranging from six to twenty-four months. The remaining \$13,867.42 was left in the operating account to cover minor operating expenses. The Department confirmed, however, that it will continue to cover operating expenses for CDHC and, as a result, the remaining funds will be invested.

In early 2013 in anticipation of the funds, the Investment Committee of CDHC developed an RFP for cash management and investment services. The RFP was sent to six financial institutions that had expressed interest in partnering with CDHC or were recommended by board members. Three of the six initial banks responded to the RFP. After an interview process the committee chose to start a banking relationship with The Columbia Bank ("TCB") and their investment advisory firm - Fulton Financial Advisors ("FFA"). TCB and FFA were chosen primarily because they are a local bank with a long tenure in the Columbia marketplace, and have a full array of cash management services. They had the most complete response to the RFP, they had a satisfactory Community Reinvestment Act rating and their pricing was similar to or better than those of their competitors. Also, the Board liked the Cash Reserve Investment Product that allowed for an individualized versus pooled investment plan. Subsequently, FFA advised CDHC in the drafting of a board-approved simple investment policy with three main goals: (1) to protect the corpus; (2) maintain sufficient liquidity; and (3) provide positive yield.

The Investment Committee developed an RFP to identify an accounting firm to produce CDHC's first Form 990 by the May 15 filing deadline. Three firms received the RFP and all submitted proposals that the Committee reviewed. The Investment Committee recommended to the Board UHY Advisors Mid-Atlantic MD, Inc. because of its strong expertise, with a principal who specializes in nonprofit organizations. The firm is based in Columbia, MD. In February 2014, the Board approved the Committee's recommendation.

C. Steps Taken Toward Achieving Goals

CDHC is fortunate to have an exceptionally dedicated and professionally experienced Board, the members of which are committed to achieving the goals for which the Fund was established.

The Board has spent a considerable amount of time, both inside and outside of formal meetings, exploring options and opportunities to develop affordable housing in Downtown. In the process, CDHC has engaged in discussions with representatives of:

- The Howard Hughes Corporation (the Master Developer);
- Howard County Government;
- The Columbia Association;
- various private Downtown developers; and
- major employers.

The Board has discussed options for providing affordable housing using a variety of tools including loans, equity, rent subsidy, public/private financing, flexible ownership structures, grants from charitable foundations, and use of County-owned land.

In trying to move forward in the development process, CDHC has met with numerous community leaders, both elected and appointed. These meetings were generally characterized by constructive discussions in which we shared our progress and obstacles, while seeking their ideas and support.

CDHC'S CHALLENGES IN CARRYING OUT ITS OBLIGATIONS

In April 2013, as a supplement to its Annual Report, CDHC identified the perceived challenges in carrying out its obligations as well as a number of potential solutions:

Challenges

- There is no affordable housing requirement for downtown developers.
- Initial developers feel they have satisfied affordable housing obligations by paying their per unit requirement, along with meeting other County proffers and construction requirements.
- CDHC was not created until 2 ½ years into the development process, after the initial residential development deals had been negotiated and financed.
- CDHC's projected funding through 2015 is only \$4.6 million, a resource of limited impact during the early phases of development.
- CDHC's long-term, projected (but uncertain) funding of \$43 million is inadequate to reach its goal of having 15% of the planned 5,500 residential units serve households averaging 50% of County median income.
- The multi-family industry has changed in the last few years:
 - The rental market is relatively "hot"

- Financing is more readily available
- There are limited development opportunities in terms of geography and housing types.
- Only one downtown site has been identified by the developer as a potential affordable housing site.
- Land prices are very high.

Potential Solutions

- County Government pledge development opportunities on sites they will/do control, for example: fire station, library, parking garages
- Working with Howard County Housing Commission to develop sites jointly
- Consider a site specific bonus density for the development of affordable housing
- Acquire existing units
- Consider fast tracking for the development of affordable housing
- Right of first refusal to the Commission/CDHC for projects as they become available for sale

The Board is and has been dedicated to creating affordable housing in Downtown Columbia. The Board is aware of many of the financing and development techniques that have been and are being used across the country. The concept of a housing trust fund has been used with great success in various forms in neighboring counties and nationally. The Fund has strong potential as an innovative mechanism for stimulating affordable housing creation within the new developments of Downtown.

It is now more than six years after the County's Vision Statement, four years after legislative enactment of the Plan, and more than one year after the creation of CDHC. At this point, our previously identified challenges (above) remain constant and we are still trying to implement our potential solutions. Although we have made progress in certain areas, nonetheless, our experience indicates that none of our proposed solutions individually, or in combination, would necessarily be sufficient to enable CDHC to meet its objective of 15% affordable housing given CDHC's current level of funding.

We are facing major structural impediments to achieving CDHC's affordable housing goal:

- 1. Opportunities are limited by the prescribed geography, the development process and the upscale costs associated with Downtown vision.
- 2. Developers do not have any legal or financial incentive to participate in helping us achieve our goal.

We have come to the conclusion that, without changes in legislation, it would be difficult to realize CDHC's goals regarding the development of affordable housing in Downtown. We welcome the opportunity to pursue potential solutions with our elected officials, The Howard Hughes Corporation, other private developers, and community advocates. We would encourage all

stakeholders to consider changes and solutions that could encompass possible additional funding and incentives to promote meaningful participation by the development community.

CONCLUSION

As we emphasized in last year's Annual Report, the County's General Plan and the Downtown Columbia Plan both reflect the notion that the availability of affordable housing is vital to the County's employment growth and that it improves the County's economic development prospects. CDHC is proud to be tasked with the goal of ensuring the success of this critical component to the Downtown redevelopment. We believe that with the implementation of meaningful solutions to the challenges we face, including appropriate modifications to the legislation, we will be able to achieve those goals.

A founding principle of Columbia is that a diverse housing community with a broad range of incomes is conducive to a rich culture. The Board of CDHC envisions nothing less than continuing the principles of Columbia in the redevelopment of Downtown. We continue to look for the support and assistance with those who share our vision.

Sincerely yours,

Paul K. Casey, President

cc: Board of Directors

Roy Appletree

Jesse Chancellor

Peter Engel

Bethany Hooper

Andrea Ingram

Brian Kim

Maria Miller

David Raderman

Bruce Rothschild

Michael Skojec

Stephen Smith

Russell Snyder

Patricia Sylvester

Rev. Robert Turner

John DeWolf, Ex Officio

Kevin Kelehan, Esquire, Counsel

Thomas Carbo, Director, Dept. of Housing and Community Development

EXCERPTS FROM

MERRIWEATHER POST PAVILION PHYSICAL REVIEW UPDATE

FINAL DRAFT, FEB 2014

Excerpted Report Findings

Table A: Site Evaluation

	Public	The approved Site Development Plan (SDP-89-222) for Merriweather requires provisions for a total of 6,473parking spaces on a ratio of one car per three seats for a maximum occupancy of 19,418 permitted by the Howard County Fire Marshall. Parking during performances is provided on (1) adjacent field accessed from Symphony Woods Road, (2) the Columbia Mall parking lot and (3) the Rouse building parking lot.
Parking	ADA Accessible	Currently 31 spaces are located on Columbia Association property west of the pavilion. The number of spaces does not meet current ADA requirements of 2% of required parking or 130 spaces. Reconfiguration of the venue or current parking trigger compliance with current requirements.
	Performer	Facilities are constrained beyond the 2004 study conditions due to continued expansion of backstage facilities, including dressing trailers which have grown from five in 2004 to ten currently on site.
	Administration	Presently located adjacent to the Administration building. This and less formally defined concessionaire's parking is generally adequate at present.

	1	
Access	Vehicular	Authorized vehicles enter the Merriweather property either from Little Patuxent Parkway or South Entrance Road. This arrangement is generally adequate with the exception of service access to the rear of the Stagehouse which is quite restricted from the installation of new trailers and other temporary accommodations.
	Pedestrian	The principal pedestrian access from the south is not handicapped accessible. Though more easily approachable from the ADA parking areas to the west of the venue and from Little Patuxent Parkway, the site itself retains some fairly steep slopes and often compound slopes before the venue is reached. The natural aesthetic within the Pavilion grounds retains natural grading around the pavilion which has made for occasionally difficult footing of significant slopes between areas.
	Emergency Access	Concern for reliable access to the grounds and Pavilion has been expressed by Fire and Rescue officials. One fire hydrant on the north side of the property is situated outside the fence and located where access could be obstructed by crowds. A second, and only other fire hydrant on site, is located behind the stage which can be obstructed by performance vehicles as back-of-house drive space has shrunk over time.

Utilities	Infrastructure	Most of the original underground utilities serving Merriweather are believed to be reaching an end of their practical life or are in need of modernizing for efficiency. This especially pertains to the terra cotta sanitary drains across the site. Electrical transformers located in Symphony Woos near Little Patuxent Parkway serve multiple individually metered concession stands, restrooms, etc. constituting highly inefficient configuration. Existing telephone infrastructure also remains outdated and at the end of its useful life. However, cell phone improvements currently underway on the Pavilion may serve as a suitable alternative to a hard wire network.
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Drainage	Storm Water Runoff	Surface drains and underground storm water piping remain quite limited and much runoff for the site continues to simply make its way across the grass and paved areas, undirected in a sheet flow down the bottom edge of the site. The infiltration-type trench drain at the foot of the lawn seating appears to be silted in. These conditions have been a source of continuing problems with temporary flooding around the backstage area. Nearby Lake Kittamaqundi is still listed as the properties' storm water runoff management utility. On-site drainage must be belter controlled via swales or underground infiltration facilities. State mandated storm water management requirements enacted since the 2004 study now dictate that various site work and building improvements recommended for Merriweather will trigger new on-site facilities. The smaller scale infiltration utility constructed with Stand Two could serve as a model for future facilities.
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Table B: Structure Evaluation

	1				
House Seating Area	Covered Seating	The concrete riser slabs which underlie the reserved seating area are problematic from a number of perspectives including deterioration/settlement, restricted ADA accessibility, and emergency egress. Subjected to forty seven years of use and full exposure to the weathering near the shed's perimeters, the slabs are experiencing areas of spalling, cracking and general wear. Riser mounted seats anchored to the slab occasionally work loose and require substrate repairs and reinstallation. The seating layout lacks both handrails and more broad distribution of dedicated ADA seating. Although ADA seating areas presently exist in the west Loge and both front and rear of reserved seating areas are accessible, there is no location at the center of the amphitheater configured for handicapped accessibility. The total number of accessible seating location in less than required by ADA design guidelines. The General Admission Deck created at the front of the house has added approximately 650 occupants at that location which has constricted emergency egress. Folding chairs used for Loge seating are at the end of their life and either need refurbishment or replacement.			
	Audience Sightlines	While sightlines from the original reserved seating area and from much of the lawn remain good, Loge seating still experiences partially obstructed views of the stage resulting from the design of the prosceniums opening and the location of steel masts which are used to support the Loge tents.			
Stagehouse	Proscenium and Utilities	The existing proscenium opening dimensions and clear height-to-structure in the Stagehouse have all been identified by the current operator as limiting for concerts. The tapered configuration of the loft space above the stage limits flexibility in rigging within the depth of the stage. The configuration of the Stagehouse is poorly suited to supporting theatre or dance. Most of the functional spaces in the rear and wing portions of the Stagehouse have received superficial remodeling and infill over the years and are need of renovations to their finished, fixtures and lighting. Inspection officials have expressed concerns that the complex configuration of older panels used for the stage houses' electrical service are no longer suitable and should be replaced with a new service entrance configured for today's performance use. Structural examination of the crawlspace below the stage floor is remains recommended.			
Loading Area	Dock	Modifications were made to the dock in 1997 which greatly improved loading conditions. However, the operator has reported electrical service at the loading area to be undersized.			
Dressing Area	Trailers	Installed about 1990, the dressing trailers provide significant space and flexibility to the performer's accommodations; however, the manufactured units lack permanent construction, and even suitable foundations, and upkeep is a constant effort to maintain water-tightness, structural integrity, temperature control and finishes. Plywood floor deck in the modular assembly had to be replaced recently. Temporary plumbing hook-ups are presently in place to accommodate their use. As recommended in the 2004 study, the present dressing facilities should be replaced with a permanent addition to accommodate at least ten dressing rooms.			

Catering Area	Decks	Two catering decks are essentially screened-in porches constructed from treated lumber framing with fiberglass shingle roofs. The new tented cooking is considered a potential fire hazard by Fire and Rescue Services. The configuration of entire food production set-up, with remote dishwashing hut, is a concern to the Health Department. The catering services are clearly space-inefficient and have a limited expected life. As recommended in the 2004 study, they should be replaced with permanent, code-compliant construction.
Administration Building	Farmhouse	The historic two story frame farmhouse existed prior to the construction of the pavilion. Used as the operator's offices, the building continues to experience all the maintenance issues normally associated with aging residential structures. The house is severely undersized to serve the maintenance intensive, year round operation of the Pavilion.
		The nearly constructed real compart West Day Office, though minimal in
Box Offices	Building Repairs	The newly constructed replacement West Box Office, though minimal in aesthetic statement, is adequate for longer term services if needed. The recently raised and re-roofed East Box Office continues to suffer from water infiltration at its foundation.
Outbuildings	Food Concessions/ Restrooms	With the exception of the new combined food concessions/restroom structure on the west side of the Pavilion, Stand Two, all outbuildings continue to function at a marginal and highly stressed basis. Each of these operations is faced with code compliance challenges and experience difficulties stemming from unsubstantial construction, inadequate space, insufficient utility support or combination of each.
Restrooms	Utilities & Capacity	Most critical currently are problems with public restrooms as these, with the exception of Stand Two, have never been supplied with hot water and they suffer from deterioration due to rot, mold, damaged finishes and multiple plumbing failures stemming from freezing over the winter season. Periodic damage from wildlife remains a persistent problem. The original West Restrooms are used sparingly as conditions continue to worsen. All toilet rooms, which house approximately 105 total toilet fixtures equally split between male and female facilities, are greatly over crowded, a problem particularly for female users. As recommended in the 2004 study, all older facilities should be completely replaced with expanded, fully code compliant structures as soon as possible.

Food Concessions	Food Stands	The original, permanently licensed food concession stands continue to cope with similar deteriorating conditions, in adequate electrical services, outdated kitchen equipment and a pervasive lack of back-of-house support space for refrigeration units, trash containers and other associated needs. The Health Department has expressed concerns regarding the these conditions including the shortage of screening, windows or other means of limiting access to food by flying insects. Unsubstantial means of preventing passage of food grease into sanitary drains was also a concern. The collection of even more limited food stands informally located on wood decks and requiring seasonal permits is also of concern. Although some are equipped with hand sinks, most lack hot water, a paved surface for patrons, substantial cooling/heating provisions and trash disposal. The Health Department recommends that if such seasonal decks are to remain they be clustered around a central core housing essential plumbing and other services. As recommended in the 2004 study, all should be replaced with more permanent, code compliant facilities. Smaller food stands could be situated about a series of central service cores.
VIP	932 Club	Constructed in c. 2003 his light wood-framed structure continues to serve as an informal lounge. As a true performance venue, albeit smaller than the main Pavilion, it requires a code compliant sprinkler system at a minimum.
Retailing	Merchandise Stands	While the three existing stands function adequately, they should be replaced with new facilities of a common design aesthetic as other facilities are replaced with more permanent structures.
Emergency Service	First Aid	The temporary facility may function satisfactorily as a seasonal structure provided services need only be limited and the location is easily accessible by Fire and Rescue Services.
Support Space	Storage	On-site provisions for off-season and other storage needs are sorely needed to replace the collection of support trailers and containers located throughout the property. The proliferation of structures surrounding the Pavilion has evolved a confusing mesh of competing graphics, architectural expressions, materials and scales. These functions need general replacement with more ordered and unified facilities palette. The operator has come to the same conclusion and has initiated concept site planning to this end.